

October ___, 2017

NOTICE OF SETTLEMENT OF LAWSUIT

(with attached form to obtain a settlement payment)

TO: All current and former home health aides of Platinum Home Helper Services, Ltd. who worked over 40 hours in one or more workweeks between July 14, 2015 and July 16, 2017, and who were only paid their regular hourly rate of pay, rather than their overtime rate of pay, for the hours they worked over 40 each workweek.

FROM: Judge Dan Aaron Polster, U.S. District Court for the Northern District of Ohio

This Notice informs you of the settlement of a wage-and-hour lawsuit brought by Ebonique Lawrence on behalf of all other similarly-situated home health aides of Platinum Home Helper Services, Ltd. ("Platinum").

1. INTRODUCTION AND SUMMARY

The Settlement announced by this Notice makes overtime compensation available to all current and former home health aides of Platinum who worked over 40 hours in one or more workweeks between July 14, 2015 and July 16, 2017, and who were only paid their regular hourly rate of pay, rather than their overtime rate of pay, for the hours they worked over 40 each workweek. The Settlement is supported by Ebonique Lawrence, who serves as Representative Plaintiff in a federal lawsuit against Platinum and was negotiated by Class Counsel who represents Ebonique Lawrence in that case.

TO PARTICIPIATE IN THE SETTLEMENT, YOU MUST RETURN THE ATTACHED FORM

2. THE LAWSUIT

On July 14, 2017, a lawsuit seeking payment for overtime compensation was filed against Platinum by Ebonique Lawrence who worked for Platinum as a home health aide. The lawsuit alleges that, since January 1, 2015, Platinum failed to pay its home health aides, including Plaintiff, overtime compensation at the rate of one and one-half times their regular rate of pay for the hours they worked over 40 each workweek. The lawsuit asserts claims under the federal Fair Labor Standards Act and Ohio state wage-and-hour laws, seeking overtime compensation for all home health aides. Platinum has denied all liability and violations of state and federal wage and hour laws.

3. THE SETTLEMENT

To avoid the time, cost, fees and uncertainty of further litigation, the Settlement was reached between the Representative Plaintiff and Platinum and has been approved by the U.S. District Court as fair, reasonable, and adequate. The terms of the Settlement are summarized below.

A. Settlement Payments to Platinum Home Health Aides and Released Claims

The Total Eligible Settlement Payment is Two Hundred Thousand Dollars (\$200,000.00). One Hundred Thirty Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$130,333.33) of the Total Eligible Settlement Payment will be divided into Individual Payments for all of the employees who are eligible to join the Settlement. The Individual Payments will be calculated proportionally on each employee's alleged overtime damages during the Calculation Period, which is July 14, 2015 to July 16, 2017. After deductions, each employee who participates in the Settlement will receive at a minimum approximately 78% of their alleged overtime damages as calculated by Class Counsel, and at a maximum 100% of their alleged overtime damages and liquidated damages. The Individual Payment to each employee will be determined at the close of this Notice Period.

The deductions include a Class Representative payment to Ebonique Lawrence, in the amount of \$500.00, based on her involvement in the matter and assistance to Class Counsel, and \$69,166.67 to Class Counsel for attorneys' fees and expenses incurred in the Action. In exchange, the lawsuit will be dismissed, and participating employees will release Platinum from any and all federal and state wage-and-hour claims that were asserted in the lawsuit.

B. Advantages of the Settlement and Class Counsel's Recommendation

Class Counsel recommend the Settlement. It offers settlement payments to non-exempt home health aides paid an hourly rate, without the delay, uncertainty, and risk of continuing with the lawsuit.

During the Calculation Period, Class Counsel estimates that employees were allegedly owed approximately \$166,331.94 in overtime wages. Thus, Employees who return the attached form will receive, at a minimum, approximately 78% of their alleged overtime damages as calculated by Class counsel.

4. HOW TO RECEIVE YOUR SETTLEMENT PAYMENT

To participate in the Settlement, you must complete and return the attached Form entitled "Consent and Release Form" no later than November __, 2017. You can return the Consent and Release Form by: (a) signing it electronically (eSigning) via PDF; (b) mailing it to Class Counsel in the self-addressed and postage-prepaid envelope included with this Notice; (c) faxing the form to Class Counsel at 216-696-7005; (d) scanning the form and emailing it to Class Counsel at consent@lazzarolawfirm.com. If your address has changed or changes before you receive your settlement payment, you must provide your name and current mailing address to Class Counsel.

Platinum will mail checks to employees in 35 monthly installments, with the first installment being approximately 52 days from the close of this Notice Period. The checks will be payroll checks, less federal and state tax withholdings and deductions required by law, for which employees will receive a W-2 Form. In the event employees receive more than 100% of their overtime compensation, the remainder of the checks will be liquidated damages checks, for which employees will receive a 1099-Misc. Form.

FORMS MUST BE FAXED, EMAILED OR POSTMARKED BY NOVEMBER __, 2017

5. FURTHER INFORMATION

Further information about the settlement may be obtained from Class Counsel whose contact information is below.

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PLEASE DO NOT CONTACT THE COURT

THIS NOTICE HAS BEEN AUTHORIZED BY THE HONORABLE JUDGE DAN AARON POLSTER OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO. THE COURT HAS TAKEN NO POSITION IN THIS CASE REGARDING THE MERITS OF PLAINTIFF'S CLAIMS OR OF PLATINUM'S DEFENSES

CONSENT AND RELEASE FORM

By signing and returning this form, I consent to opt into the lawsuit, *Ebonique Lawrence v. Platinum Healthcare Services, LLC*, Case No. 1:16-cv-00396 (the “Lawsuit”) pending in the U.S. District Court for the Northern District of Ohio.

I understand that I will receive a total Individual Payment for overtime compensation of at least \$ _____ (if all of the employees join the settlement), and at most \$ _____, and the amount will depend on how many employees join the settlement. I understand that My Individual Payment will be paid out over the course of 35 smaller installments. This payment will be a payroll check, for which I will receive a W-2, less federal and state tax withholdings and deductions required by law. In the event I ultimately receive 100% of my overtime compensation, the remainder of my Individual Payment will be paid as liquidated damages, for which I will receive a 1099-Misc.

I agree to be represented by The Lazzaro Law Firm and to be bound by the settlement. I consent to the dismissal of the Lawsuit and my claims by and through Representative Plaintiff. I designate Representative Plaintiff and The Lazzaro Law Firm, LLC to execute all appropriate documents to effectuate my payment and the settlement of the Lawsuit.

I hereby release Platinum from all federal and state wage-and-hour claims, rights, demands, liabilities and causes of action asserted in Plaintiff’s Complaint, including but not limited to claims for unpaid wages, unpaid overtime compensation, liquidated damages, interest, attorneys’ fees, and expenses, pursuant to the Fair Labor Standards Act and Ohio Minimum Fair Wage Standards Act. The Released Period is the period between July 14, 2015 and the date the District Court enters final approval.

I have carefully read and fully understand all items in this agreement and am voluntarily signing it. I understand that if I have any questions, I know I have the right to discuss this agreement with The Lazzaro Law Firm. I also understand that any issues relating to this agreement will be addressed under the laws of the State of Ohio.

PLEASE READ AND CONSIDER THIS AGREEMENT CAREFULLY BEFORE EXECUTING THIS AGREEMENT. THIS AGREEMENT INCLUDES A RELEASE OF ALL WAGE AND HOUR CLAIMS.

{First Name Last Name}

{Address}

{City, State Zip}

Signature:

Date:

Please make any address corrections:

Please provide your phone number and email address:

Street Address:

Phone:

City, State, Zip:

Email:

eSign via PDF or return to:

The Lazzaro Law Firm, LLC / 920 Rockefeller Building / 614 W. Superior Avenue / Cleveland, Ohio 44113
Fax: 216-696-7005

Email: consent@lazzarolawfirm.com

Must be eSigned, postmarked, faxed, or emailed by November __, 2017